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International Paper Company

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

11 AMBER MALDONADO, on behalf  
12 of herself and others similarly  
situated,

Plaintiff,

v.

15 INTERNATIONAL PAPER  
16 COMPANY; and DOES 1 to 100,  
inclusive,

## Defendants.

Case No: 2:23-cv-02903-KJM-SCR

*[Previously known as San Joaquin  
Superior Court Case No. STK-CV-UEO-  
2023-11781]*

**STIPULATED PROTECTIVE  
ORDER AS TO DISCOVERY ONLY;  
[PROPOSED] ORDER**

Complaint Filed: November 8, 2023

FAC Filed: February 15, 2024

Trial Date: None Set

1     **1. INTRODUCTION**

2         **1.1 Purposes And Limitations**

3             Discovery in this action is likely to involve production of confidential,  
4     proprietary, or private information for which special protection from public  
5     disclosure and from use for any purpose other than prosecuting this litigation may  
6     be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
7     enter the following Stipulated Protective Order. The parties acknowledge that this  
8     Order does not confer blanket protections on all disclosures or responses to  
9     discovery and that the protection it affords from public disclosure and use extends  
10    only to the limited information or items that are entitled to confidential treatment  
11    under applicable legal principles

12         **1.2 Good Cause Statement**

13             This action is likely to involve materials and information that International  
14     Paper Company (“IP”) maintains as confidential, for which special protection from  
15     public disclosure, and from use for any purpose other than prosecution of this  
16     action, is warranted. IP may be producing documents to Plaintiff consisting of items  
17     including, but not limited to, confidential business or financial information, trade  
18     secrets, information regarding confidential business practices, confidential  
19     research, development, or commercial information, information otherwise  
20     generally unavailable to the public, or which may be privileged or otherwise  
21     protected from disclosure under state or federal statutes, court rules, case law, or  
22     under common law. IP has maintains that this information is confidential due to the  
23     highly sensitive, proprietary nature of the information. IP’s competitors would gain  
24     an improper and unfair advantage if such documents were made public. Such  
25     documents may include information including but not limited to, customer  
26     information, account notes, intellectual property, research, technical, commercial,  
27     or financial information, business plans, business policies, training materials, and  
28     other business-related information that is not generally available to the public. The

1 debt collection industry and consumer reporting agencies are highly competitive  
2 and require the protection of confidential and sensitive consumer information.  
3 Here, Plaintiff has alleged that he suffered harm that could result in production of  
4 banking records, personal identity information, income tax returns (including  
5 attached schedules and forms), W-2 forms and 1099 forms, and various  
6 confidential and sensitive personnel and employment records.

7 Accordingly, for reasons which include expediting the flow of information,  
8 facilitating the prompt resolution of disputes over the confidentiality of discovery  
9 materials, protecting information the parties intend to keep confidential, ensuring  
10 the parties are permitted to use of such material in preparation for and in the conduct  
11 of trial if necessary, addressing the handling and disposal of such materials at the  
12 end of the litigation, and serving the ends of justice, a protective order for such  
13 information is justified in this matter. It is the intent of IP and Plaintiff Amber  
14 Maldonado (the “Parties”) and their respective counsel that information will not be  
15 designated as confidential for tactical reasons, and that nothing will be so  
16 designated without a good faith belief that it has been maintained in a confidential,  
17 non-public manner, and that there is good cause for excluding it from the public  
18 record of this case.

19       1.3 Acknowledgment of Procedure for Filing Under Seal

20       The Parties further acknowledge, as set forth in Section 12.3 below, that this  
21 Stipulated Protective Order does not entitle them to file confidential information  
22 under seal; Civil Local Rule 141 sets forth the procedures that must be followed  
23 and the standards that will be applied when a party seeks permission from the court  
24 to file material under seal. There is a strong presumption that the public has a right  
25 of access to judicial proceedings and records in civil cases. In connection with non-  
26 dispositive motions, good cause must be shown to support a filing under seal. See  
27 *Kamakana v. City and Cnty. of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006),  
28 *Phillips ex rel. Ests. of Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th

1 Cir. 2002), *Makar-Welbon v. Sony Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis.  
 2 1999) (even stipulated protective orders require good cause showing), and a  
 3 specific showing of good cause or compelling reasons with proper evidentiary  
 4 support and legal justification must be made with respect to Protected Material that  
 5 a party seeks to file under seal. The Parties' mere designation of Disclosure or  
 6 Discovery Material as CONFIDENTIAL does not constitute good cause without  
 7 the submission of competent evidence by declaration, establishing that the material  
 8 sought to be filed under seal qualifies as confidential, privileged, or otherwise  
 9 protectable.

10 Further, if a party requests sealing related to any dispositive motions, briefs,  
 11 pleadings, deposition transcripts, and/or if other papers to be filed with the Court  
 12 incorporate documents or information subject to this Order, or trial, then the party  
 13 filing such papers shall designate such materials, or portions thereof, as  
 14 "Confidential," and show compelling reasons beyond mere good cause for the  
 15 sealing, and the relief sought shall be narrowly tailored to serve the specific interest  
 16 to be protected. *See Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 677–79 (9th Cir.  
 17 2010). For each item or type of information, document, or thing sought to be filed  
 18 or introduced under seal in connection with a dispositive motion or trial, the party  
 19 seeking protection must articulate compelling reasons, supported by specific facts  
 20 and legal justification, for the requested sealing order. As stated prior, competent  
 21 evidence supporting the application to file documents under seal must be provided  
 22 by declaration.

23 Any document that is not confidential, privileged, or otherwise protectable  
 24 in its entirety will not be filed under seal if the confidential portions of the  
 25 document can be redacted. If documents can be redacted, then a redacted version  
 26 for public viewing, omitting only the confidential, privileged, or otherwise  
 27 protectable portions of the document, shall be filed. Any application that seeks to  
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1 file documents under seal in their entirety should include an explanation of why  
2 redaction is not feasible.

3 **2. DEFINITIONS**

4 • Action: *Amber Maldonado v. International Paper Company (Case*  
5 *No: 2:23-cv-02903-KJM-SCR)*.

6 • Challenging Party: a Party or Non-Party that challenges the  
7 designation of information or items under this Order.

8 • “CONFIDENTIAL” Information or Items: information (regardless of  
9 how it is generated, stored or maintained) or tangible things that qualify for  
10 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
11 the Good Cause Statement.

12 • Counsel: Outside Counsel of Record and House Counsel (as well as  
13 their support staff).

14 • Designating Party: a Party or Non-Party that designates information  
15 or items that it produces in disclosures or in responses to discovery as  
16 “CONFIDENTIAL.”

17 • Disclosure or Discovery Material: all items or information, regardless  
18 of the medium or manner in which it is generated, stored, or maintained (including,  
19 among other things, testimony, transcripts, and tangible things), that are produced  
20 or generated in disclosures or responses to discovery in this matter.

21 • Expert: a person with specialized knowledge or experience in a matter  
22 pertinent to the litigation who has been retained by a Party or its counsel to serve  
23 as an expert witness or as a consultant in this Action.

24 • Final Disposition: the later of (1) dismissal of all claims and defenses  
25 in this Action, with or without prejudice; and (2) final judgment herein after the  
26 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of  
27 this Action, including the time limits for filing any motions or applications for  
28 extension of time pursuant to applicable law.

1           •     In-House Counsel: attorneys who are employees of a party to this  
2 Action. In-House Counsel does not include Outside Counsel of Record or any other  
3 outside counsel.

4           •     Non-Party: any natural person, partnership, corporation, association,  
5 or other legal entity not named as a Party to this action.

6           •     Outside Counsel of Record: attorneys who are not employees of a  
7 party to this Action but are retained to represent or advise a party to this Action and  
8 have appeared in this Action on behalf of that party or are affiliated with a law firm  
9 which has appeared on behalf of that party, and includes support staff.

10          •     Party: any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13          •     Producing Party: a Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15          •     Professional Vendors: persons or entities that provide litigation  
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
18 and their employees and subcontractors.

19          •     Protected Material: any Disclosure or Discovery Material and all  
20 information derived therefrom (including, but not limited to, all testimony given in  
21 a deposition, declaration or otherwise, that refers, reflects or otherwise discusses  
22 any information designated “Confidential” that is designated as  
23 “CONFIDENTIAL.”

24          •     Receiving Party: a Party that receives Disclosure or Discovery  
25 Material from a Producing Party.

26 **3. SCOPE**

27         The protections conferred by this Stipulation and Order cover not only  
28 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
2 compilations of Protected Material; and (3) any testimony, conversations, or  
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial will be governed by the orders of the  
5 trial judge. This Order does not govern the use of Protected Material at trial.

6 **4. TRIAL AND DURATION**

7 Even after final disposition of this litigation, the confidentiality obligations  
8 imposed by this Order will remain in effect until a Designating Party agrees  
9 otherwise in writing or a court order otherwise directs. Final disposition will be  
10 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
11 with or without prejudice; and (2) final judgment herein after the completion and  
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
13 including the time limits for filing any motions or applications for extension of time  
14 pursuant to applicable law.

15 **5. DESIGNATING PROTECTED MATERIAL**

16 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

17 Each Party or Non-Party that designates information or items for protection  
18 under this Order must take care to limit any such designation to specific material  
19 that qualifies under the appropriate standards. The Designating Party must  
20 designate for protection only those parts of material, documents, items, or oral or  
21 written communications that qualify so that other portions of the material,  
22 documents, items, or communications for which protection is not warranted are not  
23 swept unjustifiably within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations  
25 that are shown to be clearly unjustified or that have been made for an improper  
26 purpose (e.g., to unnecessarily encumber the case development process or to  
27 impose unnecessary expenses and burdens on other parties) may expose the  
28 Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

**5.2 Manner and Timing of Designations.**

Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection will be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the

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1 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
2 appropriate markings in the margins).

3 (b) for testimony given in depositions that the Designating Party identify the  
4 Disclosure or Discovery Material on the record, before the close of the deposition  
5 all protected testimony.

6 (c) for information produced in some form other than documentary and for  
7 any other tangible items, that the Producing Party affix in a prominent place on the  
8 exterior of the container or containers in which the information is stored the legend  
9 "CONFIDENTIAL." If only a portion or portions of the information warrants  
10 protection, the Producing Party, to the extent practicable, will identify the protected  
11 portion(s).

12       **5.3 Inadvertent Failures to Designate.**

13       If timely corrected, an inadvertent failure to designate qualified information  
14 or items does not, standing alone, waive the Designating Party's right to secure  
15 protection under this Order for such material. Upon timely correction of a  
16 designation, the Receiving Party must make reasonable efforts to assure that the  
17 material is treated in accordance with the provisions of this Order.

18       **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

19       **6.1 Timing of Challenges.**

20       Any Party or Non-Party may challenge a designation of confidentiality at  
21 any time that is consistent with the Court's Scheduling Order.

22       **6.2 Meet and Confer.**

23       The Challenging Party will initiate the dispute resolution process (and, if  
24 necessary, file a discovery motion) under Local Rule 25.

25       **6.3 Burden of Persuasion.**

26       The burden of persuasion in any such challenge proceeding will be on the  
27 Designating Party. Frivolous challenges, and those made for an improper purpose  
28 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may

1 expose the Challenging Party to sanctions. Unless the Designating Party has  
2 waived or withdrawn the confidentiality designation, all parties will continue to  
3 afford the material in question the level of protection to which it is entitled under  
4 the Producing Party's designation until the Court rules on the challenge.

5 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

6 **7.1 Basic Principles.**

7 A Receiving Party may use Protected Material that is disclosed or produced  
8 by another Party or by a Non-Party in connection with this Action only for  
9 prosecuting, defending, or attempting to settle this Action. Protected Material shall  
10 not be used, directly or indirectly, by any person, for any business, commercial or  
11 competitive purposes or for any purpose whatsoever other than solely for the  
12 preparation for and trial of this action in accordance with the provisions of this  
13 Order. Such Protected Material may be disclosed only to the categories of persons  
14 and under the conditions described in this Order. When the Action has been  
15 terminated, a Receiving Party must comply with the provisions of section 13 below  
16 (FINAL DISPOSITION).

17 Protected Material must be stored and maintained by a Receiving Party at a  
18 location and in a secure manner that ensures that access is limited to the persons  
19 authorized under this Order.

20 **7.2 Disclosure of "CONFIDENTIAL" Information or Items.**

21 Unless otherwise ordered by the court or permitted in writing by the Designating  
22 Party, a Receiving Party may disclose any information or item designated  
23 "CONFIDENTIAL" only to:

24 (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
25 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
26 to disclose the information for this Action;

27 (b) the officers, directors, and employees (including House Counsel) of the  
28 Receiving Party to whom disclosure is reasonably necessary for this Action;

1                 (c) Experts (as defined in this Order) of the Receiving Party to whom  
2 disclosure is reasonably necessary for this Action and who have signed the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4                 (d) the Court and its personnel;

5                 (e) court reporters and their staff to whom disclosure is reasonably necessary  
6 for this Action and who have signed the “Acknowledgment and Agreement to Be  
7 Bound” (Exhibit A);

8                 (f) professional jury or trial consultants, mock jurors, and Professional  
9 Vendors to whom disclosure is reasonably necessary for this Action and who have  
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11                 (g) the author or recipient of a document containing the information or a  
12 custodian or other person who otherwise possessed or knew the information;

13                 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
14 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
15 requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
16 will not be permitted to keep any confidential information unless they sign the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
18 agreed by the Designating Party or ordered by the court. Pages of transcribed  
19 deposition testimony or exhibits to depositions that reveal Protected Material may  
20 be separately bound by the court reporter and may not be disclosed to anyone  
21 except as permitted under this Stipulated Protective Order; and

22                 (i) any mediator or settlement officer, and their supporting personnel,  
23 mutually agreed upon by any of the parties engaged in settlement discussions.

24                 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
25                 **PRODUCED IN OTHER LITIGATION**

26                 If a Party is served with a subpoena or a court order issued in other litigation  
27 that compels disclosure of any information or items designated in this Action as  
28 “CONFIDENTIAL,” that Party must:

1                   (a) promptly notify in writing the Designating Party. Such notification will  
2 include a copy of the subpoena or court order;

3                   (b) promptly notify in writing the party who caused the subpoena or order to  
4 issue in the other litigation that some or all of the material covered by the subpoena  
5 or order is subject to this Protective Order. Such notification will include a copy of  
6 this Stipulated Protective Order; and

7                   (c) cooperate with respect to all reasonable procedures sought to be pursued  
8 by the Designating Party whose Protected Material may be affected.

9                  If the Designating Party timely seeks a protective order, the Party served  
10 with the subpoena or court order will not produce any information designated in  
11 this action as “CONFIDENTIAL” before a determination by the court from which  
12 the subpoena or order issued, unless the Party has obtained the Designating Party’s  
13 permission. The Designating Party will bear the burden and expense of seeking  
14 protection in that court of its confidential material and nothing in these provisions  
15 should be construed as authorizing or encouraging a Receiving Party in this Action  
16 to disobey a lawful directive from another court.

17                 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
18 PRODUCED IN THIS LITIGATION**

19                 **9.1 Application.**

20                 The terms of this Order are applicable to information produced by a Non-  
21 Party in this Action and designated as “CONFIDENTIAL.” Such information  
22 produced by Non-Parties in connection with this litigation is protected by the  
23 remedies and relief provided by this Order. Nothing in these provisions should be  
24 construed as prohibiting a Non-Party from seeking additional protections.

25                 **9.2 Notification.**

26                 In the event that a Party is required, by a valid discovery request, to produce  
27 a Non-Party’s confidential information in its possession, and the Party is subject to  
28                 ///

1 an agreement with the Non-Party not to produce the Non-Party's confidential  
2 information, then the Party will:

3       (a) promptly notify in writing the Requesting Party and the Non-Party that  
4 some or all of the information requested is subject to a confidentiality agreement  
5 with a Non-Party;

6       (b) promptly provide the Non-Party with a copy of the Stipulated Protective  
7 Order in this Action, the relevant discovery request(s), and a reasonably specific  
8 description of the information requested; and

9       (c) make the information requested available for inspection by the Non-  
10 Party, if requested.

11           9.3 Conditions of Production.

12       If the Non-Party fails to seek a protective order from this court within 14  
13 days of receiving the notice and accompanying information, the Receiving Party  
14 may produce the Non-Party's confidential information responsive to the discovery  
15 request. If the Non-Party timely seeks a protective order, the Receiving Party will  
16 not produce any information in its possession or control that is subject to the  
17 confidentiality agreement with the Non-Party before a determination by the court.  
18 Absent a court order to the contrary, the Non-Party will bear the burden and  
19 expense of seeking protection in this court of its Protected Material.

20 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

21       If a Receiving Party learns that, by inadvertence or otherwise, it has  
22 disclosed Protected Material to any person or in any circumstance not authorized  
23 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
24 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
25 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
26 the person or persons to whom unauthorized disclosures were made of all the terms  
27 of this Order, and (d) request such person or persons to execute the

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1       “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
2       A.

3       **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
4       **OTHERWISE PROTECTED MATERIAL**

5       When a Producing Party gives notice to Receiving Parties that certain  
6       inadvertently produced material is subject to a claim of privilege or other  
7       protection, the obligations of the Receiving Parties are those set forth in Federal  
8       Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
9       whatever procedure may be established in an e-discovery order that provides for  
10      production without prior privilege review. Pursuant to Federal Rule of Evidence  
11      502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
12      of a communication or information covered by the attorney-client privilege or work  
13      product protection, the parties may incorporate their agreement in the stipulated  
14      protective order submitted to the court.

15       **12. MISCELLANEOUS**

16       12.1 Right to Further Relief.

17       Nothing in this Order abridges the right of any person to seek its modification  
18       by the Court in the future.

19       12.2 Right to Assert Other Objections.

20       By stipulating to the entry of this Protective Order no Party waives any right  
21       it otherwise would have to object to disclosing or producing any information or  
22       item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
23       Party waives any right to object on any ground to use in evidence of any of the  
24       material covered by this Protective Order.

25       12.3 Filing Protected Material.

26       If a document for which sealing or redaction is sought relates to the record  
27       on a motion to be decided by Judge Mueller, the request to seal or redact should be  
28       directed to her and not the assigned Magistrate Judge. All requests to seal or redact

1 shall be governed by Local Rules 141 (sealing) and 140 (redaction); protective  
2 orders covering the discovery phase shall not govern the filing of sealed or redacted  
3 documents on the public docket.

4 Protected Material may only be filed under seal pursuant to a court order  
5 authorizing the sealing of the specific Protected Material at issue. If a Party's  
6 request to file Protected Material under seal is denied by the court, then the  
7 Receiving Party may file the information in the public record unless otherwise  
8 instructed by the court.

9 The court will only consider requests to seal or redact filed by the proponent  
10 of sealing or redaction. This means that if a party plans to make a filing that includes  
11 material an opposing party has identified as confidential and potentially subject to  
12 sealing, the filing party shall provide the opposing party with sufficient notice in  
13 advance of filing to allow for the opposing party to seek an order of sealing or  
14 redaction from the court.

15 **12.4 Not Evidence.**

16 Neither the entry of this Order, nor the designation of any information,  
17 document, or the like as "Confidential," nor the failure to make such designation,  
18 shall constitute evidence with respect to any issue in this action.

19 **13. FINAL DISPOSITION**

20 After the final disposition of this Action, as defined in paragraph 4, within  
21 60 days, each Receiving Party must return all Protected Material to the Producing  
22 Party. As used in this subdivision, "all Protected Material" includes all copies,  
23 abstracts, compilations, summaries, and any other format reproducing or capturing  
24 any of the Protected Material. The Receiving Party must submit a written  
25 certification to the Producing Party (and, if not the same person or entity, to the  
26 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
27 appropriate) all the Protected Material that was returned and (2) affirms that the  
Receiving Party has not retained any copies, abstracts, compilations, summaries or

any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

**14. VIOLATION**

Any willful violation of this Order may be punished by civil or criminal contempt proceedings, financial or evidentiary sanctions, reference to disciplinary authorities, or other appropriate action at the discretion of the Court.

**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

Dated: August 21, 2024

Respectfully submitted,

**FISHER & PHILLIPS LLP**

By: */s/ Christopher M. Champine*  
Danielle Hultenius Moore  
Aaron F. Olsen  
Christopher M. Champine  
Attorneys for Defendant  
International Paper Company

Dated: August 21, 2024

**LAVI & EBRAHIMIAN, LLP**

By: */s/ Win Pham*  
Vincent C. Granberry  
Cassandra Ariana Castro  
Win Pham  
Attorneys for Plaintiff  
Amber Maldonado

## **ATTESTATION REGARDING ELECTRONIC SIGNATURES**

I, Christopher M. Champine, attest that all other signatories to this document, on whose behalf this filing is submitted, concur in the filing's content and have authorized this filing. I declare under penalty of perjury, under the laws of the United States of America and the State of California, that the foregoing is true and correct.

/s/ Christopher M. Champine  
Christopher M. Champine

1 [PROPOSED] ORDER  
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GOOD CAUSE APPEARING, I hereby approve this Stipulation and  
Protective Order

DATED: August 26, 2024



7 SEAN C. RIORDAN  
8 UNITED STATES MAGISTRATE JUDGE  
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## **EXHIBIT A**

**CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS**

I hereby acknowledge that I, \_\_\_\_\_  
[NAME], \_\_\_\_\_ [POSITION AND  
EMPLOYER], am about to receive Confidential Materials and/or Highly  
Confidential-Attorneys' Eyes Only Materials supplied in connection with the  
Proceeding, Case No.: Case No. 2:23-cv-02903-KJM-SCR, I certify that I  
understand that the Confidential Materials and/or Highly Confidential-Attorneys'  
Eyes Only Materials are provided to me subject to the terms and restrictions of  
the Stipulation and Protective Order filed in this Proceeding. I have been given a  
copy of the Stipulation and Protective Order; I have read it, and I agree to be  
bound by its terms.

13 I understand that the Confidential Materials and Highly Confidential-  
14 Attorneys' Eyes Only Materials, as defined in the Stipulation and Protective  
15 Order, including any notes or other records that may be made regarding any such  
16 materials, shall not be Disclosed to anyone except as expressly permitted by the  
17 Stipulation and Protective Order. I will not copy or use, except solely for the  
18 purposes of this Proceeding, any Confidential Materials or Highly Confidential-  
19 Attorneys' Eyes Only Materials obtained pursuant to this Stipulation and  
20 Protective Order, except as provided therein or otherwise ordered by the Court in  
21 the Proceeding.

22 I further understand that I am to retain all copies of all Confidential  
23 Materials and Highly Confidential-Attorneys' Eyes Only Materials provided to  
24 me in the Proceeding in a secure manner, and that all copies of such materials are  
25 to remain in my personal custody until termination of my participation in this  
26 Proceeding, whereupon the copies of such materials will be returned to counsel  
27 who provided me with such materials.

28 | // /

I declare under penalty of perjury, under the laws of the State of California,  
that the foregoing is true and correct. Executed this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_, at \_\_\_\_\_,

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Signature

Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_